

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA

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In Re: ) Case No. 19-30088  
PG&E CORPORATION AND PACIFIC ) Chapter 11  
GAS AND ELECTRIC COMPANY )  
Reorganized Debtors. ) San Francisco, California  
 ) Tuesday, March 29, 2022  
 ) 10:00 AM  
 )  
REORGANIZED DEBTORS' SEVENTY-  
SIXTH OMNIBUS OBJECTION TO  
CLAIMS (NO LIABILITY /  
PASSTHROUGH CLAIMS)  
FILED BY PG&E CORPORATION  
[10537]  
  
CREDITOR TODD GREENBERG'S  
MOTION TO AMEND CLAIMS  
NUMBERED 77335 AND 76018  
FILED BY TODD  
GREENBERG [11992]

TRANSCRIPT OF PROCEEDINGS  
BEFORE THE HONORABLE DENNIS MONTALI  
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES (All present by video or telephone):  
For the Reorganized Debtors: JENNIFER L. DODGE, ESQ.  
Law Offices of Jennifer L. Dodge  
Inc.  
2512 Artesia Boulevard  
Suite 300D  
Redondo Beach, CA 90278  
(310)372-3344  
  
THOMAS B. RUPP, ESQ.  
Keller Benvenutti Kim LLP  
650 California Street  
Suite 1900  
San Francisco, CA 94108  
(415)636-9015

1 For Todd Greenberg: RICHARD A. LAPPING, ESQ.  
2 Trodella & Lapping LLP  
3 540 Pacific Avenue  
4 San Francisco, CA 94133  
5 (415) 399-1015  
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18 Court Recorder: LORENA PARADA/ANKEY THOMAS  
19 United States Bankruptcy Court  
20 450 Golden Gate Avenue  
San Francisco, CA 94102

21 Transcriber: RIVER WOLFE  
22 eScribers, LLC  
23 7227 N. 16th Street  
Suite #207  
24 Phoenix, AZ 85020  
(973) 406-2250

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1 SAN FRANCISCO, CALIFORNIA, TUESDAY, MARCH 29, 2022, 10:00 AM

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3 (Call to order of the Court.)

4 THE CLERK: Court is now in session, the Honorable  
5 Dennis Montali presiding. Calling the matter PG&E Corporation.

6 I'll bring counsel in now, Your Honor.

7 THE COURT: Okay. Okay. Good morning, Ms. Dodge, and  
8 then Mr. Rupp. You may make your appearances, please.

9 MS. DODGE: Good morning, Your Honor. Jennifer Dodge  
10 on behalf of the reorganized debtors.

11 MR. RUPP: Good morning, Your Honor. Thomas Rupp of  
12 Keller Benvenuti Kim on behalf of the reorganized debtors.

13 THE COURT: And Mr. Lapping.

14 MR. LAPPING: Good morning, Your Honor. Richard  
15 Lapping appearing on behalf of creditor Todd Greenberg.

16 THE COURT: So Mr. Rupp and Ms. Dodge, are you going  
17 to divide your time? I mean, I didn't do a time allocation,  
18 but what's your desire here?

19 MS. DODGE: Your Honor, I will take the lead to the  
20 extent that you would like to hear oral argument on this issue.

21 THE COURT: Okay. Well, and that's what I  
22 anticipated, but Mr. Rupp indicated that he was going to  
23 appear. I didn't do a time allocation. This is a very  
24 discreet issue.

25 So Mr. Lapping, I'm going to let you make the first

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1 argument, and I'm not going to -- I'm not going to turn the  
2 clock on yet. Just be reasonable.

3 But here's my question. Leaving aside the differences  
4 of opinion about redline and Word and WordPerfect or whatever  
5 form, these events occurred six years ago. And I understand  
6 Mr. Greenberg was representing himself early, but you've been  
7 in his counsel for a long time.

8 Why did it take five and a half years or whatever to  
9 add this -- both claims seem to be -- the biggest addition is  
10 the lost rent. Lost rent is lost rent. Why was it something  
11 that came up only in the context of this motion?

12 MR. LAPPING: Well, Your Honor, I haven't been  
13 involved since 2016.

14 THE COURT: I know. I know. I'm acknowledging that.

15 MR. LAPPING: Okay.

16 THE COURT: But you have been involved for a while.

17 MR. LAPPING: Right. But the lost rent, I think, was  
18 a component of the original claim. I'm looking at the claim  
19 for the property damage, and there is an item for lost rent.  
20 And the whole purpose of the amendment, from our point of view,  
21 is to basically describe the claim with greater particularity,  
22 as set forth originally in the Sambo's Restaurants case.

23 And so we're updating it. And these claims are kind  
24 of befuddled, if you will.

25 THE COURT: No, no. Just wait. Wait. Slow down.

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1 You're going too fast. You're talking about -- let's start  
2 with 77335. That's the electrical interruption, right?

3 MR. LAPPING: Yes.

4 THE COURT: Okay. So where is the lost rent in the  
5 original claim? And the current motion, if I read it  
6 correctly, adds an 86,400-dollar item, which it looked to me  
7 like a new claim -- not a new -- maybe not a new theory of  
8 entitlement, but certainly a near measure of damage.

9 So I looked at -- I looked at the original one and  
10 maybe -- oh, there it -- I beg your pardon. Now I see it.  
11 It's in a different section. Oh. Lost rent while waiting for  
12 completion, 39,000. So it's gone from 39 to 86,000.

13 Well, what's so magic? Why was it necessary to -- and  
14 why wasn't it in there to begin with?

15 MR. LAPPING: Your Honor, I think we -- I sat with the  
16 client, and we looked at the claim. And my reaction was, it  
17 needed to be clarified. And he has a claim for the fact that  
18 he couldn't rent the upper or lower unit -- I forget which --  
19 during the period of time when it should have been under  
20 repair.

21 And as I sit here now, we came up with a calculation  
22 for it. But the concept was there, and the passage of time, it  
23 had just increased -- our view of it is the proof will show  
24 that there's twenty-four months of lost rent, and that pencils  
25 out to 86,000 dollars.

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1 THE COURT: Okay. So let's now switch to the other  
2 claim, the claim for the damaged gas lines. In that case there  
3 is a -- the new claim has the lost rent -- just a minute. Hold  
4 on. My phone is ringing. I don't want to kill this phone  
5 here.

6 That damaged gas line, claim number 76018, it looks  
7 like an additional 165,000 dollars. I don't recall what the  
8 original amount was. Maybe you do, but I just --

9 MR. LAPPING: Your Honor, there's an exhibit to the  
10 original proof of claim, and it's a summary of the damages.  
11 And one of the items, again, is lost rent, waiting for  
12 completion of construction, for thirteen months. And on my  
13 advice, I think, yeah, an additional nine months.

14 So what do we have in the current one?

15 THE COURT: Well, the current one, I see -- because of  
16 the voluminous paperwork, I just looked at a summary of the  
17 claim, and the claim went up by -- if I grant your motion, the  
18 claim is going up by, I think, a substantial sum. And there  
19 may be a couple of smaller components, but the lost rent seemed  
20 to be the biggest one.

21 Okay. Listen, you've answered my question. Go ahead  
22 and make whatever argument you wish to make. And I do have the  
23 background.

24 MR. LAPPING: Well, yes, Your Honor. I mean, I think  
25 the idea is that I wanted to -- I wanted to get the claims

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1 organized so that they were more intelligible. And do we win  
2 on every element of damages? I don't know. Maybe. We  
3 certainly have a more thorough explanation of what is in the  
4 claim and what it's composed of.

5 And so I just believe that it was appropriate to amend  
6 it. And yeah, did I take a little longer than I should have?  
7 Perhaps. But if there is a need to continue this, we offered  
8 to continue it for four weeks, based on counsel's indication  
9 that they want to do discovery. But again, they haven't done  
10 any discovery so far, at least other than having a tree expert  
11 drive by and look at this tree.

12 So I guess it seems to me that the amendments are  
13 appropriate, and they'll help the Court and the parties  
14 understand what the claims are, what they're based on, and that  
15 could potentially lead to a resolution outside of Court.

16 THE COURT: Well, we -- excuse me. I'm sorry. I  
17 didn't know I'd be coughing here. Obviously, I'm not  
18 addressing any of the merits today. And whether I grant this  
19 motion or deny it, we're going to have an adjudication of your  
20 client's rights and the debtors' defenses. And that's the time  
21 to get into the subject of what is the right amount.

22 So if the lost claimed is X versus two X, that's for a  
23 proof of the matter because you are right, and I stand  
24 corrected, the original claim on the electrical interruption  
25 certainly did have a lost rent component. It's not a new cause

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1 of action.

2 One of the things that I wanted to focus on is whether  
3 Mr. Greenberg is adding a new cause of action. And it doesn't  
4 strike me that he is, at least the way you explained it. If  
5 Mr. Dodge has a different take on that, I'll consider and  
6 decide whether that's relevant. I may not -- I don't believe  
7 the debtor has ever raised any statute of limitations to  
8 defenses here. So I'm not going to revisit that question.

9 Okay. Go ahead. Do you want to add anything further?  
10 And then you'll have a chance to respond to whatever Ms. Dodge  
11 adds in her argument.

12 MR. LAPPING: Well, yes, Your Honor. I don't think  
13 we're -- I think we tried not to add new causes of action.  
14 We're operating with the same operative facts. And normally, I  
15 don't know what the practices in your court. But in state  
16 court and in other courts, federal courts, the proof comes in  
17 and the parties can sometimes amend, based on what the evidence  
18 is.

19 THE COURT: Well, I mean, that's general basic  
20 procedural law. But when they're -- but again, what's  
21 different here is we had a scheduling order, and sure, whether  
22 it's state court or federal district court or the bankruptcy  
23 court, generally, you have claims deadlines. Here, we had a  
24 claims deadline. Your client filed proofs of claim by the  
25 deadline.



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1 I think you've persuaded me that the amendments, if  
2 permitted, are relating back to the nucleus of facts that were  
3 embodied in the original proof of claim, and it's really just  
4 an additional add-on of damage. If the debtor has a different  
5 take -- at least, it appears to me that the debtor hasn't  
6 raised a statute of limitations defense.

7 However, what makes this case a little different is we  
8 had an agreed scheduling order, and scheduling orders replace  
9 traditional deadlines by scheduling deadlines, and that's where  
10 we'll get into the redline versus no redline, her version of --  
11 see, in the old days, you write it out and send it to somebody.  
12 Remember, Mr. Lapping, when you and I were baby lawyers, we  
13 would mail something to somebody, and a week later you got a  
14 response back. You didn't get a text back thirty seconds later  
15 that gives opinion. So --

16 MS. DODGE: I did the same thing, too, Your Honor. I  
17 am --

18 THE COURT: You're too young.

19 MS. DODGE: No, I'm not. I started practicing in '94,  
20 so we did not -- I'm with you there.

21 THE COURT: Well, Ms. Dodge, why don't you -- why  
22 don't you respond?

23 I mean, this is not -- is there any theory under which  
24 you believe that Mr. Greenberg is adding a new cause of action  
25 in the traditional sense? Forget the scheduling order for a

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1 moment. I don't think so. I mean, that's certainly the big  
2 component of the electric interruption claim is lost rent,  
3 almost completely. Maybe I missed one little thing, but it's  
4 the main theory.

5 So you're not getting sandbagged by a new legal  
6 theory, are you?

7 MS. DODGE: No. With the refrigerator claim, the main  
8 component, as far as I saw it originally, was the replacement  
9 of all of the wood laminate flooring that he claims the  
10 refrigerator ruined. And there was a little bit of lost rent.  
11 And now that's been increased by -- I don't know how many  
12 months that is. And --

13 THE COURT: Well, I do. The original claim says  
14 anticipated nine months and the current proposed motion is  
15 twenty-four months. I mean, the --

16 MS. DODGE: Right. Right.

17 THE COURT: There is the difference. It's gone  
18 from --

19 MS. DODGE: Yeah.

20 THE COURT: -- from 39,000 to 86,000.

21 MS. DODGE: Right. So again, I'm not so concerned  
22 about the -- well, I shouldn't say that -- about the increase  
23 in the lost rent. That component was there. That's not a new  
24 theory, so it's not something we can say, oh, we're surprised  
25 that you're adding a new element of damage.

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1           What does concern me is not with the refrigerator  
2 claim, but with the property damage claim under 76018, where I  
3 don't think it necessarily would qualify as a new cause of  
4 action, but it's a completely new theory of liability as to why  
5 Mr. Greenberg believes that PG&E is liable for replacement of  
6 his deck. Originally, it was that ARB, a contractor of PG&E,  
7 damaged his deck when they did the work by installing the gas  
8 lines from the meter to the house.

9           Now, in this proposed amended -- in the motion to  
10 amend, it states that the reason PG&E is liable for replacement  
11 of the deck is because PG&E didn't replace the sidewalk  
12 concrete in front of his house, and that was done subsequently.  
13 And then there was a water pipe that was worked on by I don't  
14 know who. And in the process of working on that water pipe,  
15 that was damaged. And then somehow that caused damage to the  
16 deck, and that PG&E -- if PG&E had replaced the sidewalk or the  
17 concrete, then that never would have happened.

18           So that's a completely new theory that is raised now  
19 for the first time and by this motion to amend. I don't know  
20 anything about the other parties involved. And to the extent  
21 to which the Town of Fairfax is responsible for the sidewalk or  
22 the property owner -- and we didn't contract, as far as I  
23 know -- and when I say "we", I mean PG&E -- did not contract  
24 have any contract with regard to this water pipe and the  
25 damage. And if there was a water pipe damaged, of course, that

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1 person could be responsible. I don't even know who that is.  
2 So that's fine.

3 THE COURT: But doesn't that -- but Ms. Dodge, doesn't  
4 that go to the merits of your defense? In other words, if you  
5 proved -- if you prove that your clients did the sidewalk,  
6 period, and Mr. Lapping can't prove -- I mean, let's assume  
7 burden, here -- can't prove that PG&E caused the water damage,  
8 then they'll lose that portion of the claim.

9 THE COURT: Well, my point is, there, is that that's a  
10 completely new theory of liability from what was previously  
11 asserted in the proof of claim. And I don't understand -- it's  
12 not like that work, as I understand it, happened yesterday, so  
13 I don't understand why the claim was not amended until less  
14 than a month ago. And there's really no -- and Mr. Lapping has  
15 already admitted that he could have amended these sooner.

16 And that's the issue, Your Honor. I mean, I want to  
17 know what claims we're facing and what PG&E needs to do  
18 discovery on, in terms of when the claims are actually -- okay,  
19 these are the claims that are going to trial, and these are the  
20 claims -- and again, like you said, it could be part of proof.

21 But this is a new theory of liability because he  
22 realizes now that he is not going to be able to pin liability  
23 on ARB because of the fact that ARB, to my understanding,  
24 didn't damage the property and didn't touch his deck. So he  
25 has got to come up with a new theory as to why the deck -- why

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1 PG&E is responsible for the deck. And it's this new convoluted  
2 theory.

3 And there are new items of damage that he's added in,  
4 which I don't even know what some of them are, like damage to a  
5 French drain system. He is claiming damages for the new water  
6 pipe, a new barbecue, and damage to a --

7 THE COURT: Yeah.

8 MS. DODGE: -- Super Ladder (phonetic) and Christy box  
9 (phonetic). I don't even know what that is. These are all new  
10 items.

11 THE COURT: Well, okay, but hold on. The fact that  
12 you don't know what it is doesn't mean you can't know, or  
13 couldn't have known if there's time. But let me go back for a  
14 minute. I'm looking at the amendment -- excuse me, the  
15 attachment to the amendment, the proposed amendment, and that  
16 does have Dennis Webb Construction estimate of 182,000 dollars.  
17 That's the big ticket item, right, that's being added?

18 MR. LAPPING: Your Honor, I think that was in there  
19 earlier. That's not new.

20 THE COURT: Okay. What are the -- then I'm having  
21 trouble with the exhibits. What's the new addition? If Webb  
22 was in there originally, then I'll take your word for it.  
23 Well, if you know he went by --

24 MR. LAPPING: We are trying to --

25 THE COURT: -- almost 200 -- huh? Pardon me.

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1 MR. LAPPING: Your Honor, we are trying to clarify a  
2 few things. And I mean, if you look at our amended claim,  
3 docket 11992, at page 77, it's all the way in the back.

4 THE COURT: Yeah. I'm telling you right now I haven't  
5 printed it out yet.

6 MR. LAPPING: Well, that's okay.

7 THE COURT: It's an 80-page document.

8 MR. LAPPING: I'll just make the point -- I'll just  
9 make the point. There's an invoice of an estimate to run the  
10 new waterline under the deck, and that was also on page 117 of  
11 120 of the old claim.

12 So we're not really adding that. We're clarifying it  
13 because the old claim wasn't really organized well, and it was  
14 hard to follow. And frankly, I don't even know where in that  
15 claim there is any allegation that ARB was responsible for  
16 damaging the deck. It may be in there, but I missed it.

17 And so what we're trying to do is basically look at  
18 what happened at this job site and what were the damages and  
19 trying to cure defects in the original claim and to clarify  
20 what our claim is now.

21 THE COURT: Do you agree that at trial you're going to  
22 have to prove that PG&E caused or is responsible for the deck  
23 damage?

24 MR. LAPPING: Yes. It's a question of foreseeability,  
25 and we'll put on evidence on that.

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1 THE COURT: Well, or no. Maybe it is, but maybe it's  
2 a question of something else came along after PG&E was doing  
3 what it was doing, and somebody else damaged the deck. But if  
4 that's the proof, then PG&E won't be stuck with that portion of  
5 the claim, right.

6 In other words, if they damaged the gas lines, that's  
7 one thing. If they damaged the deck as a consequence, that  
8 follows. But if it's an intervening cause that is someone  
9 else's responsibility, then you lose. You've got to prove it.  
10 You have the burden, agree?

11 MR. LAPPING: I agree that I have the burden, Your  
12 Honor. No question about it.

13 THE COURT: Yeah. So --

14 MS. DODGE: Your Honor, when you talk about the --

15 THE COURT: Yeah.

16 MS. DODGE: -- other parties, that's the other issue  
17 is that there may be other parties that need to be added to  
18 this.

19 And I want to go back to the fact you mentioned  
20 before, that there is a scheduling order in place here that --  
21 and I just want to disavow the notion that Mr. Lapping seems to  
22 be putting forward that somehow we were tricking him or  
23 something with switching words out.

24 The motion to amend deadline was one of the key issues  
25 that we negotiated with regard to the scheduling order because

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1 it was it was originally in there, we took it out, and Mr.  
2 Lamping said, no, I want to leave it in because I'm considering  
3 a motion to amend.

4 And so we first had said something like fourteen days.  
5 Then we wanted to get a date certain in there. And then given  
6 the trial deadline that we were working under and the discovery  
7 deadline of May 20th, we wanted to make sure that we would have  
8 enough time. That's why we had put the deadline in of March  
9 15th.

10 And I just want to point out that once you have a  
11 scheduling order, it can only be modified upon good cause  
12 shown. And our contention is that there is really no good  
13 cause shown here.

14 I do also want to bring one other item to the Court's  
15 attention that we just found out about yesterday. I received a  
16 call from an attorney who represents Teichert Pipelines, who is  
17 one of the contractors that was involved in entrenching to  
18 place the gas line from the street to the meter. And  
19 apparently, Mr. Greenberg has filed a separate action in Marin  
20 County Superior Court, and he has filed that against Teichert  
21 Pipelines, ARB, Bauman Landscape & Construction, and W.K.  
22 McLellan.

23 And this was filed February 3rd. And it sets forth,  
24 essentially, the same causes of action that relate to the  
25 property damage claims here for 76018 and 78381, which are the



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1 property damage claims and the tree damage claims. And the  
2 complaint contains causes of action for negligence, trespass to  
3 timber, with regard to the redwood trees, which is in claim  
4 78381, trespass to timber as to a bay tree, and then a private  
5 nuisance cause of action.

6 And as I said, we just learned about this yesterday.  
7 So what I'd like to ask the Court for is maybe if we can  
8 reconvene in a couple of weeks to determine how we want to  
9 proceed with this. Because it may be it doesn't make sense to  
10 have two parallel actions, one proceeding in bankruptcy court,  
11 where these parties that are named in the state court action  
12 may be necessary parties or that need to be brought -- and I  
13 don't even know the water pipe contractor -- to have two  
14 different adjudications in two different forums.

15 THE COURT: Mr. Lapping, is this news to you, or are  
16 you familiar with this litigation that she described?

17 MR. LAPPING: I am familiar with it. I am not --

18 THE COURT: Okay.

19 MR. LAPPING: -- the counsel of record in that case.

20 THE COURT: Okay. Well, so Ms. Dodge, what you are  
21 doing is saying, let's have a further timeout. I mean, that,  
22 by definition, it's going to change the scheduling order, but  
23 obviously it makes no sense to litigate twice what could be  
24 litigated once. I don't know whether you would try to remove  
25 those matters here or suggest that this matter be sent out. I

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1 don't know. I mean, there ought to be some sensible way to do  
2 it efficiently.

3 MS. DODGE: Well, it does, Your Honor -- I'm sorry to  
4 interrupt.

5 THE COURT: No.

6 MS. DODGE: The state court action does not address  
7 the refrigerator claim. So the refrigerator claim is not  
8 affected by that state court action. So regardless of what  
9 decision is made with the property damage actions -- with the  
10 gas line work and the tree issue -- the refrigerator claim is  
11 before you, and that would --

12 THE COURT: You can't get --

13 MS. DODGE: -- need to be adjudicated.

14 THE COURT: You can't get the tree guy for the  
15 smelly --

16 MS. DODGE: Yeah. No, Your Honor --

17 THE COURT: -- (indiscernible).

18 MS. DODGE: -- you're stuck with the refrigerator  
19 claim.

20 THE COURT: Yeah. Well, so. But Ms. Dodge, it  
21 probably makes no sense to bifurcate the disputes into three  
22 parts, either. I mean, maybe it does. I don't know.

23 Well, so what would you suggest that I do today, then?  
24 Just restate it, so we're clear. Ms. Dodge, you're call.

25 MS. DODGE: Right. I would like -- as I said, I just

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1 learned about this yesterday.

2 THE COURT: Right.

3 MS. DODGE: I would like to maybe reconvene in a week  
4 or so before Your Honor to have a chance to discuss with Mr.  
5 Lapping and see what the best way is to proceed.

6 THE COURT: Mr. Lapping, what do you think of that?

7 MR. LAPPING: Well, Your Honor, I have to be open to  
8 that. I'm not sure that it needs -- I mean, I think you could  
9 grant this motion today on a couple of different grounds. And  
10 when you look at the scheduling order and say, well, for good  
11 cause -- the claims are bad condition. They needed to get  
12 spruced up so that they were more intelligible.

13 And that's a good reason to allow us to get around the  
14 problem with the scheduling order. That, and the fact that it  
15 wasn't just a negotiation over the timing. It was changing  
16 from filed to hearing and then creating a situation where the  
17 order couldn't possibly be complied with because of the timing.  
18 That's a different -- that's a substantive change.

19 But I don't have a problem with delaying this, I  
20 suppose, to allow PG&E to investigate whatever claim this is.  
21 And --

22 THE COURT: Well, I mean, obviously --

23 MR. LAPPING: -- so you --

24 THE COURT: -- if I had -- if I had announced at the  
25 start of the hearing that I was granting your motion, I'm sure

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1 Ms. Dodge would still -- she might be mad at me, but she would  
2 still say, we've got this other new development. So --

3 MR. LAPPING: Um-hum.

4 THE COURT: But I have to go back and kind of gauge my  
5 thinking about this. What if there only had been refrigerator  
6 claim? Would I have punished Mr. Greenberg or his counsel by  
7 saying you can't amend, when my instincts tell me amending to  
8 increase a measure of damage that was already alleged and to be  
9 getting up to speed is not really a new claim. It's just an  
10 additional fact.

11 And similarly, if we had gone to trial and you put on  
12 your case and you said we have three years' worth of lost rent,  
13 if Ms. Dodge says, wait a minute, you only plead one year, I  
14 probably would have said, come on, we're figuring out what the  
15 violation of rights were, and what the consequences are are  
16 something a little different.

17 And I have to say that, given the Ninth Circuit's  
18 repeated admonition about liberal claim amendments, I am not,  
19 at this point in my career, interested in throwing a claimant  
20 and his lawyer into the trash can because of a word processing  
21 formatting error. We all make those kinds of errors.

22 And again, I go back to the old days, when we didn't  
23 have (audio interference) lines and margins and Microsoft Word  
24 making things even more difficult. Those things didn't happen.  
25 You didn't have redlines. You mailed your opponent a proposed

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1 amendment, and a week later, you got back no or yes.

2 So let's put it this way. Ms. Dodge, this is a direct  
3 way of saying, I'm prepared to call a timeout while you and  
4 your clients figure out what to do about this new development  
5 and talk to Mr. Lapping. But I think, in fairness, I'm  
6 persuaded that the claim should be amended as requested,  
7 notwithstanding the scheduling order. Scheduling orders are  
8 for the benefit of the parties and the court, but my scheduling  
9 order is always subject to making sense and doing the right  
10 thing, and that's what I think the law requires.

11 And so why don't we do this. I would say that my  
12 inclination is that, without even getting down to the  
13 formatting error, that this isn't bringing in a new theory that  
14 maybe would create new defenses, at least said timing defenses.  
15 I don't want to misstate my case. If Mr. Greenberg was adding  
16 a theory that PG&E has an absolute defense to saying, we didn't  
17 do it, then they're not going to lose that defense by granting  
18 this motion because the granting of the motion just grants the  
19 motion. It doesn't kill any defenses.

20 But I'm also going to be -- I'm also willing to call a  
21 timeout for a couple of weeks. And if that means take the  
22 trial off calendar, so be it, or not. And Ms. Dodge, perhaps  
23 in a short continuance, you'll decide you want to go forward on  
24 schedule or do something. I know you wanted me to grant more  
25 time on this trial, and I'm inclined to do it, but not if it's

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1 just to measure three months' worth as one month.

2 If it is to measure the impact on the parties by this  
3 new development, then obviously that's far more important.

4 So I don't want to mislead you. Are you clear on what  
5 my thinking is here?

6 MS. DODGE: I believe so, Your Honor. I understand  
7 we'll just -- like you said, take a timeout to determine how we  
8 want to proceed with regard to this pending state action. And  
9 like I said, though, that doesn't impact the refrigerator  
10 claim. And I know that --

11 THE COURT: Well, no, and if you told me you think  
12 it's more efficient to separate out the refrigerator claim, and  
13 it makes sense to stay on the schedule for the trial of the  
14 refrigerator claim, I guess we'll do it. It seems like it  
15 might be inefficient, but maybe that's the best result.

16 And if you think that, on further reflection, you're  
17 better off litigating everything with Mr. Greenberg, at least  
18 that can be done here, but you need some more time, I'm  
19 amenable to that, too. My schedule is not horribly difficult  
20 these days. So I'm not wedded to the trial date that we set.

21 Let me rephrase it where we are, so you take back to  
22 your clients what did the crazy judge do? The crazy judge  
23 decided that I'm not going to decide on the merits here based  
24 upon a formatting miscommunication between two experienced  
25 counsel who probably do not make it their habit to play hide-

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1 the-ball and send the guy a redline that doesn't have the real  
2 redline. And I'm satisfied that Mr. Lapping has persuaded me  
3 that, in large measure for both claims, the amendments appear  
4 appropriate.

5 So my tentative thinking is to grant the motion to  
6 permit the amendment of the two claims that are the subject of  
7 it, 76018 and 77335, as requested in the motion, to, for the  
8 moment, keep the trial on schedule for our trial date but to  
9 reconvene this hearing in a couple of weeks to let counsel on  
10 both sides, but particularly the debtors' side, figure out what  
11 they want to do based upon this new development that impacts  
12 the gas line claim but not the refrigeration claim.

13 And if the best consensus is that the matter should be  
14 bifurcated, I guess we'll stay on track for the refrigeration  
15 claim. If it should be continued together or something else  
16 we'll vacate the trial scheduling order and -- dare I risk --  
17 issue another trial scheduling order, with no more amendments  
18 permitted, Mr. Lapping.

19 MR. LAPPING: Okay.

20 THE COURT: Now, we have a regular PG&E calendar  
21 coming up, Mr. Rupp. I believe it's on the 26, right?

22 You're muted.

23 MS. DODGE: You're on mute.

24 MR. RUPP: Your Honor, we have one before then on  
25 April 12.

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1 THE COURT: Okay. How about if we just put this over  
2 to April 12th, Ms. Dodge, and you and Mr. Lapping and your  
3 client figure out -- I mean, look, you're perfectly willing to  
4 settle this case. I know you've tried before. But shall I ask  
5 Mr. Rupp and the company to fire up one of their mediators to  
6 try again?

7 MS. DODGE: Yeah, we tried that, Your Honor, and we  
8 couldn't even get a counter. So the fact that we've not gotten  
9 a counter and now the claims are increased by 240,00 dollars is  
10 not a good sign.

11 THE COURT: Well, okay. Then --

12 MS. DODGE: I wish.

13 THE COURT: Let's put it -- well --

14 MR. LAPPING: I'd like to say what the offer was, but  
15 it now appears --

16 THE COURT: No, no. Don't.

17 MR. LAPPING: Yeah.

18 THE COURT: I don't want you to. Mr. Rupp knows that  
19 PG&E has a bunch of trained pit bulls locked up in the  
20 mediation cage, and I let one of them out, maybe they'll get  
21 this thing fixed.

22 But in the meantime, I'm doing this. I'm making, on  
23 the record, a tentative ruling, tentatively, that I'm going to  
24 grant Mr. Greenberg's motion to amend both claims as requested.  
25 But I'm going to make a final decision on that, on what we do



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1 and what is the fate of these matters, at a hearing we'll set  
2 for now on April 12th at 10 o'clock.

3 And Ms. Dodge, this is not an indirect way of saying I  
4 want to revisit the question. I mean, you've made your point.  
5 I've made my point. I'm going to let the claims get amended.  
6 I'm just not going to just sign any orders or make any  
7 definitive decisions until I hear back from you.

8 And you, counsel, are free to work something out on  
9 your own and to avoid the hearing on April 12th. Ms. Parada  
10 can easily accommodate you if there's an agreement to split the  
11 things or reschedule or do something. We don't have to go  
12 through the expense of your clients and all of us having a  
13 fancy hearing. You can do it by conversations with Ms. Parada  
14 if it works otherwise.

15 If not, I'll assume that on the 12th at 10 o'clock  
16 calendar, we'll talk about what we're doing with the amended  
17 claims. But --

18 MS. DODGE: Your Honor, I just want to make clear for  
19 the record, that, as you said, we'll revisit this on April  
20 12th, but if the claims are amended, that the debtors will be  
21 allowed additional time for this new theory, in terms of the  
22 claim regarding the deck.

23 THE COURT: Yes. Yes. Let's make that clear. Yes.  
24 I still think, my own sense, it's probably not cost effective  
25 to split out the refrigeration claim, but maybe it is. And if

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1 that's the desire of PG&E, perhaps we'll just have a trial on  
2 refrigeration. To use your term, I'm stuck with this rotten  
3 food. We'll get the animal feces that's in the other claim  
4 until I get that one right.

5 But I'll consider your wishes and your desires for  
6 moving the schedule for either both claims or the damaged gas  
7 line after you've had a chance to reflect on it with your  
8 client and assess what you wanted to do on this new  
9 development.

10 And we won't talk about redlines. And from now on in  
11 this case, I want you all to do it all in handwritten form by  
12 United States mail.

13 MR. LAPPING: Okay.

14 THE COURT: Okay. Thank you all for you time.

15 MS. DODGE: You know that they don't even teach kids  
16 cursive in school anymore, I just found out. Isn't that  
17 strange? I mean, do you remember learning cursive when we were  
18 in elementary school? They said that kids don't --

19 THE COURT: Oh, yeah.

20 MS. DODGE: -- even learn that anymore. They don't  
21 know how to write -- they don't know how to handwrite. They  
22 can print, but they can't --

23 THE COURT: Well, I have some of the worst handwriting  
24 in the world. I took the Palmer Method in grammar school, and  
25 I can find something that I signed when I was ten. It's

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legible then.

MS. DODGE: Not anymore.

MR. LAPPING: Yeah, mine isn't either. All right.  
Thank you, Your Honor.

MS. DODGE: All right.

THE COURT: Thank you for your time, everyone.

MS. DODGE: Thank you.

MR. LAPPING: See you in a couple weeks.

THE COURT: Everyone have a good day.

MR. LAPPING: All right.

MR. RUPP: Thank you, Your Honor.

THE COURT: Thank you. Bye.

(Whereupon these proceedings were concluded at 10:36 AM)

## I N D E X

RULINGS:	PAGE	LINE
Motion to amend claims 77335 and 76018	24	24
tentatively granted		

## C E R T I F I C A T I O N

I, River Wolfe, certify that the foregoing transcript is a true and accurate record of the proceedings.



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/s/ RIVER WOLFE

eScribers

7227 N. 16th Street, Suite #207

Phoenix, AZ 85020

Date: March 30, 2022

<b>A</b>	<b>agreed (1)</b> 9:8	<b>April (5)</b> 23:25;24:2;25:2,9,19	3:10,12,15	20:19
	<b>agreement (1)</b> 25:10	<b>ARB (5)</b> 11:6;12:23,23;14:15;16:21	<b>believes (1)</b> 11:5	<b>case (8)</b> 4:22;6:2;9:7;17:19;20:12;21:15;24:4;26:11
<b>able (1)</b> 12:22	<b>ahead (2)</b> 6:21;8:9	<b>argument (4)</b> 3:20;4:1;6:22;8:11	<b>benefit (1)</b> 21:8	<b>cause (9)</b> 7:25;8:3;9:24;11:3;15:8;16:11,13;17:5;19:11
<b>absolute (1)</b> 21:16	<b>allegation (1)</b> 14:15	<b>around (1)</b> 19:13	<b>Benvenutti (1)</b> 3:12	<b>caused (3)</b> 11:15;12:7;14:22
<b>accommodate (1)</b> 25:10	<b>alleged (1)</b> 20:8	<b>aside (1)</b> 4:3	<b>best (3)</b> 19:5;22:15;23:13	<b>causes (3)</b> 8:13;16:24;17:2
<b>acknowledging (1)</b> 4:14	<b>allocation (2)</b> 3:17,23	<b>asserted (1)</b> 12:11	<b>better (1)</b> 22:17	<b>certain (1)</b> 16:5
<b>action (13)</b> 8:1,3,13;9:24;11:4;16:19,24;17:2,5,11;18:6,8;22:8	<b>allow (2)</b> 19:13,20	<b>assess (1)</b> 26:8	<b>bifurcate (1)</b> 18:21	<b>certainly (4)</b> 5:8;7:3,25;10:1
<b>actions (2)</b> 17:10;18:9	<b>allowed (1)</b> 25:21	<b>assume (2)</b> 12:6;25:15	<b>bifurcated (1)</b> 23:14	<b>chance (3)</b> 8:10;19:4;26:7
<b>actually (1)</b> 12:18	<b>almost (2)</b> 10:3;13:25	<b>attachment (1)</b> 13:15	<b>big (2)</b> 10:1;13:17	<b>change (2)</b> 17:22;19:18
<b>add (3)</b> 4:9;8:9,13	<b>along (1)</b> 15:2	<b>attention (1)</b> 16:15	<b>biggest (2)</b> 4:9;6:20	<b>changing (1)</b> 19:15
<b>added (3)</b> 13:3,17;15:17	<b>always (1)</b> 21:9	<b>attorney (1)</b> 16:16	<b>bit (1)</b> 10:10	<b>Christy (1)</b> 13:8
<b>adding (5)</b> 8:3;9:24;10:25;14:12;21:15	<b>amenable (1)</b> 22:19	<b>audio (1)</b> 20:23	<b>both (5)</b> 4:9;23:3,10;24:24;26:6	<b>Circuit's (1)</b> 20:17
<b>addition (2)</b> 4:9;13:21	<b>amend (8)</b> 7:5;8:17;11:10,19;15:24;16:3;20:7;24:24	<b>avoid (1)</b> 25:9	<b>box (1)</b> 13:8	<b>claim (53)</b> 4:18,18,21;5:5,7,16,17;6:2,2,3,6,10,17,17,18;7:4,24;8:24;9:3;10:2,7,13;11:2,2;12:8,11,13;14:2,11,13,15,19,20;15:5;17:3;18:7,7,10,19;19:20;20:6,9,18;21:6;22:10,12,14;23:12,12,15;25:22,25;26:3
<b>additional (5)</b> 6:7,13;9:4;20:10;25:21	<b>amended (8)</b> 11:9;12:13,15;14:2;21:6;25:5,16,20	<b>B</b>	<b>bring (2)</b> 3:6;16:14	<b>claimant (1)</b> 20:19
<b>add-on (1)</b> 9:4	<b>amending (1)</b> 20:7		<b>bringing (1)</b> 21:13	<b>claimed (1)</b> 7:22
<b>address (1)</b> 18:6	<b>amendment (6)</b> 4:20;13:14,15,15;21:1;23:6	<b>baby (1)</b> 9:12	<b>brought (1)</b> 17:12	<b>claiming (1)</b> 13:5
<b>addressing (1)</b> 7:18	<b>amendments (5)</b> 7:12;9:1;20:18;23:3,17	<b>back (11)</b> 9:2,14,14;13:13;14:3;15:19;20:4,22;21:1;22:21;25:7	<b>bulls (1)</b> 24:19	<b>claims (23)</b> 4:9,23;6:25;7:14;8:23,24;10:9;12:17,18,19,20;16:25;17:1,1;19:11;23:3,6;24:9,24;25:5,17,20;26:6
<b>adds (2)</b> 5:6;8:11	<b>amount (2)</b> 6:8;7:21	<b>background (1)</b> 6:23	<b>bunch (1)</b> 24:19	<b>clarified (1)</b> 5:17
<b>adjudicated (1)</b> 18:13	<b>animal (1)</b> 26:3	<b>bad (1)</b> 19:11	<b>burden (3)</b> 12:7;15:10,11	<b>clarify (2)</b> 14:1,19
<b>adjudication (1)</b> 7:19	<b>announced (1)</b> 19:24	<b>bankruptcy (2)</b> 8:22;17:10	<b>Bye (1)</b> 27:12	<b>clarifying (1)</b> 14:12
<b>adjudications (1)</b> 17:14	<b>answered (1)</b> 6:21	<b>barbecue (1)</b> 13:6	<b>C</b>	<b>clear (4)</b> 18:24;22:4;25:18,23
<b>admitted (1)</b> 12:15	<b>anticipated (2)</b> 3:22;10:14	<b>based (5)</b> 7:8,14;8:17;22:23;23:11		<b>CLERK (1)</b> 3:4
<b>admonition (1)</b> 20:18	<b>anymore (3)</b> 26:16,20;27:2	<b>basic (1)</b> 8:19	<b>cage (1)</b> 24:20	<b>client (4)</b> 5:16;8:24;24:3;
<b>advice (1)</b> 6:13	<b>apparently (1)</b> 16:19	<b>basically (2)</b> 4:21;14:17	<b>calculation (1)</b> 5:21	
<b>affected (1)</b> 18:8	<b>appear (2)</b> 3:23;23:3	<b>Bauman (1)</b> 16:21	<b>calendar (3)</b> 21:22;23:20;25:16	
<b>again (7)</b> 6:11;7:9;8:20;10:21;12:20;20:22;24:6	<b>appearances (1)</b> 3:8	<b>bay (1)</b> 17:4	<b>CALIFORNIA (1)</b> 3:1	
<b>against (1)</b> 16:20	<b>appearing (1)</b> 3:15	<b>befuddled (1)</b> 4:24	<b>Call (5)</b> 3:3;16:16;18:24;21:3,20	
<b>ago (2)</b> 4:5;12:14	<b>appears (2)</b> 9:5;24:15	<b>beg (1)</b> 5:10	<b>Calling (1)</b> 3:5	
<b>agree (3)</b> 14:21;15:10,11	<b>appropriate (3)</b> 7:5,13;23:4	<b>begin (1)</b> 5:14	<b>came (3)</b> 4:11;5:21;15:2	
		<b>behalf (3)</b>	<b>can (10)</b> 8:17;10:24;16:11;17:7;20:20;22:18;25:10,13;26:22,25	
			<b>career (1)</b>	

26:8 <b>clients (4)</b> 12:5;21:4;22:22; 25:12 <b>client's (1)</b> 7:20 <b>clock (1)</b> 4:2 <b>coming (1)</b> 23:21 <b>company (1)</b> 24:5 <b>complaint (1)</b> 17:2 <b>completely (4)</b> 10:3;11:4,18;12:10 <b>completion (2)</b> 5:12;6:12 <b>complied (1)</b> 19:17 <b>component (5)</b> 4:18;7:25;10:2,8,23 <b>components (1)</b> 6:19 <b>composed (1)</b> 7:4 <b>concept (1)</b> 5:22 <b>concern (1)</b> 11:1 <b>concerned (1)</b> 10:21 <b>concluded (1)</b> 27:13 <b>concrete (2)</b> 11:12,17 <b>condition (1)</b> 19:11 <b>consensus (1)</b> 23:13 <b>consequence (1)</b> 15:7 <b>consequences (1)</b> 20:15 <b>consider (2)</b> 8:5;26:5 <b>considering (1)</b> 16:2 <b>construction (3)</b> 6:12;13:16;16:21 <b>contains (1)</b> 17:2 <b>contention (1)</b> 16:12 <b>context (1)</b> 4:11 <b>continuance (1)</b> 21:23 <b>continue (2)</b> 7:7,8 <b>continued (1)</b> 23:15 <b>contract (3)</b>	11:22,23,24 <b>contractor (2)</b> 11:6;17:13 <b>contractors (1)</b> 16:17 <b>conversations (1)</b> 25:13 <b>convoluted (1)</b> 13:1 <b>Corporation (1)</b> 3:5 <b>corrected (1)</b> 7:24 <b>correctly (1)</b> 5:6 <b>cost (1)</b> 25:24 <b>coughing (1)</b> 7:17 <b>counsel (7)</b> 3:6;4:7;17:19;20:6; 22:25;23:9;25:8 <b>counsel's (1)</b> 7:8 <b>counter (2)</b> 24:8,9 <b>County (1)</b> 16:20 <b>couple (6)</b> 6:19;17:8;19:9; 21:21;23:9;27:8 <b>course (1)</b> 11:25 <b>Court (72)</b> 3:3,4,7,13,16,21; 4:14,16,25;5:4;6:1, 15;7:13,15,16;8:15, 16,19,22,22,23;9:18, 21;10:13,17,20;12:3, 9;13:7,11,20,25;14:4, 7,21;15:1,13,15; 16:20;17:7,10,11,15, 18,20;18:5,6,8,12,14, 17,20;19:2,6,22,24; 20:4;21:8;22:11; 23:20;24:1,11,13,16, 18;25:23;26:14,19, 23;27:6,9,12 <b>courts (2)</b> 8:16,16 <b>Court's (1)</b> 16:14 <b>crazy (2)</b> 22:22,22 <b>create (1)</b> 21:14 <b>creating (1)</b> 19:16 <b>creditor (1)</b> 3:15 <b>cure (1)</b> 14:19 <b>current (4)</b>	5:5;6:14,15;10:14 <b>cursive (2)</b> 26:16,17  <b>D</b>  <b>damage (18)</b> 4:19;5:8;9:4;10:25; 11:2,15,25;12:7,24; 13:3,4,6;14:23;16:25; 17:1,1;18:9;20:8 <b>damaged (9)</b> 6:2,6;11:7,15,25; 15:3,6,7;26:6 <b>damages (4)</b> 6:10;7:2;13:5; 14:18 <b>damaging (1)</b> 14:16 <b>dare (1)</b> 23:16 <b>date (3)</b> 16:5;22:20;23:8 <b>day (1)</b> 27:9 <b>days (4)</b> 9:11;16:4;20:22; 22:20 <b>deadline (6)</b> 8:24,25;15:24;16:6, 7,8 <b>deadlines (3)</b> 8:23;9:9,9 <b>debtor (3)</b> 8:7;9:4,5 <b>debtors (3)</b> 3:10,12;25:20 <b>debtors' (2)</b> 7:20;23:10 <b>decide (3)</b> 8:6;21:23;22:23 <b>decided (1)</b> 22:23 <b>decision (2)</b> 18:9;24:25 <b>decisions (1)</b> 25:7 <b>deck (13)</b> 11:6,7,11,16;12:24, 25;13:1;14:10,16,22; 15:3,7;25:22 <b>defects (1)</b> 14:19 <b>defense (4)</b> 9:6;12:4;21:16,17 <b>defenses (5)</b> 7:20;8:8;21:14,14, 19 <b>definition (1)</b> 17:22 <b>definitive (1)</b> 25:7 <b>delaying (1)</b>	19:19 <b>Dennis (2)</b> 3:5;13:16 <b>deny (1)</b> 7:19 <b>describe (1)</b> 4:21 <b>described (1)</b> 17:16 <b>desire (2)</b> 3:18;26:1 <b>desires (1)</b> 26:5 <b>determine (2)</b> 17:8;22:7 <b>development (5)</b> 20:2;21:4;22:3; 23:11;26:9 <b>difference (1)</b> 10:17 <b>differences (1)</b> 4:3 <b>different (10)</b> 5:11;8:5,21;9:4,7; 17:14,14;19:9,18; 20:16 <b>difficult (2)</b> 20:24;22:19 <b>direct (1)</b> 21:2 <b>disavow (1)</b> 15:21 <b>discovery (4)</b> 7:9,10;12:18;16:6 <b>discreet (1)</b> 3:24 <b>discuss (1)</b> 19:4 <b>disputes (1)</b> 18:21 <b>district (1)</b> 8:22 <b>divide (1)</b> 3:17 <b>docket (1)</b> 14:3 <b>document (1)</b> 14:7 <b>Dodge (44)</b> 3:7,9,9,16,19;8:5, 10;9:16,19,21;10:7, 16,19,21;12:3;13:8; 15:14,16;17:20;18:3, 6,13,16,18,20,24,25; 19:3;20:1,13;21:2,22; 22:6;23:23;24:2,7,12; 25:3,18;26:15,20; 27:2,5,7 <b>dollars (4)</b> 5:25;6:7;13:16; 24:9 <b>done (3)</b> 7:9;11:12;22:18	<b>down (2)</b> 4:25;21:12 <b>drain (1)</b> 13:5 <b>drive (1)</b> 7:11 <b>during (1)</b> 5:19  <b>E</b>  <b>earlier (1)</b> 13:19 <b>early (1)</b> 4:6 <b>easily (1)</b> 25:10 <b>effective (1)</b> 25:24 <b>efficient (1)</b> 22:12 <b>efficiently (1)</b> 18:2 <b>either (3)</b> 18:22;26:6;27:3 <b>electric (1)</b> 10:2 <b>electrical (2)</b> 5:2;7:24 <b>element (2)</b> 7:2;10:25 <b>elementary (1)</b> 26:18 <b>else (3)</b> 15:2,3;23:15 <b>else's (1)</b> 15:9 <b>embodied (1)</b> 9:3 <b>enough (1)</b> 16:8 <b>entitlement (1)</b> 5:8 <b>entrenching (1)</b> 16:17 <b>error (2)</b> 20:21;21:13 <b>errors (1)</b> 20:21 <b>essentially (1)</b> 16:24 <b>estimate (2)</b> 13:16;14:9 <b>even (10)</b> 12:1;13:4,9;14:14; 17:13;20:24;21:12; 24:8;26:15,20 <b>events (1)</b> 4:5 <b>everyone (2)</b> 27:6,9 <b>evidence (2)</b> 8:17;14:25
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<b>excuse (2)</b> 7:16;13:14 <b>exhibit (1)</b> 6:9 <b>exhibits (1)</b> 13:21 <b>expense (1)</b> 25:12 <b>experienced (1)</b> 22:24 <b>expert (1)</b> 7:10 <b>explained (1)</b> 8:4 <b>explanation (1)</b> 7:3 <b>extent (2)</b> 3:20;11:20	<b>fine (1)</b> 12:2 <b>fire (1)</b> 24:5 <b>first (3)</b> 3:25;11:19;16:4 <b>five (1)</b> 4:8 <b>fixed (1)</b> 24:21 <b>flooring (1)</b> 10:9 <b>focus (1)</b> 8:2 <b>follow (1)</b> 14:14 <b>follows (1)</b> 15:8 <b>food (1)</b> 26:3 <b>foreseeability (1)</b> 14:24 <b>forget (2)</b> 5:18;9:25 <b>form (2)</b> 4:5;26:11 <b>formatting (3)</b> 20:21;21:13;22:24 <b>forth (2)</b> 4:22;16:23 <b>forums (1)</b> 17:14 <b>forward (2)</b> 15:22;21:23 <b>found (2)</b> 16:15;26:16 <b>four (1)</b> 7:8 <b>fourteen (1)</b> 16:4 <b>FRANCISCO (1)</b> 3:1 <b>frankly (1)</b> 14:14 <b>free (1)</b> 25:8 <b>French (1)</b> 13:5 <b>front (1)</b> 11:12 <b>further (3)</b> 8:9;17:21;22:16	<b>generally (1)</b> 8:23 <b>given (2)</b> 16:5;20:17 <b>gives (1)</b> 9:15 <b>Good (10)</b> 3:7,9,11,14;16:11, 12;19:10,13;24:10; 27:9 <b>grammar (1)</b> 26:24 <b>grant (6)</b> 6:17;7:18;19:9; 21:24;23:5;24:24 <b>granting (3)</b> 19:25;21:17,18 <b>grants (1)</b> 21:18 <b>greater (1)</b> 4:21 <b>Greenberg (9)</b> 3:15;4:6;8:3;9:24; 11:5;16:19;20:6; 21:15;22:17 <b>Greenberg's (1)</b> 24:24 <b>grounds (1)</b> 19:9 <b>guess (3)</b> 7:12;22:14;23:14 <b>guy (2)</b> 18:14;23:1	<b>himself (1)</b> 4:6 <b>Hold (2)</b> 6:3;13:11 <b>Honor (26)</b> 3:6,9,11,14,19; 4:12;5:15;6:9,24; 8:12;9:16;12:16; 13:18;14:1;15:12,14; 18:3,16;19:4,7;22:6; 23:24;24:7;25:18; 27:4,11 <b>Honorable (1)</b> 3:4 <b>horribly (1)</b> 22:19 <b>house (2)</b> 11:8,12 <b>huh (1)</b> 13:25	<b>intervening (1)</b> 15:8 <b>into (4)</b> 7:21;9:10;18:21; 20:20 <b>investigate (1)</b> 19:20 <b>invoice (1)</b> 14:9 <b>involved (4)</b> 4:13,16;11:20; 16:17 <b>issue (6)</b> 3:20,24;12:16; 15:16;18:10;23:17 <b>issues (1)</b> 15:24 <b>item (4)</b> 4:19;5:6;13:17; 16:14 <b>items (3)</b> 6:11;13:3,10
<b>F</b>				
<b>facing (1)</b> 12:17 <b>fact (7)</b> 5:17;12:23;13:11; 15:19;19:14;20:10; 24:8 <b>facts (2)</b> 8:14;9:2 <b>Fairfax (1)</b> 11:21 <b>fairness (1)</b> 21:5 <b>familiar (2)</b> 17:16,17 <b>fancy (1)</b> 25:13 <b>far (4)</b> 7:10;10:8;11:22; 22:3 <b>fast (1)</b> 5:1 <b>fate (1)</b> 25:1 <b>February (1)</b> 16:23 <b>feces (1)</b> 26:3 <b>federal (2)</b> 8:16,22 <b>few (1)</b> 14:2 <b>figure (3)</b> 21:4;23:10;24:3 <b>figuring (1)</b> 20:14 <b>filed (5)</b> 8:24;16:19,20,23; 19:16 <b>final (1)</b> 24:25 <b>find (1)</b> 26:25	<b>gas (8)</b> 6:2,6;11:7;15:6; 16:18;18:10;23:12; 26:6 <b>gauge (1)</b> 20:4 <b>general (1)</b> 8:19	<b>H</b>	<b>I</b>	<b>J</b>
		<b>habit (1)</b> 22:25 <b>half (1)</b> 4:8 <b>handwrite (1)</b> 26:21 <b>handwriting (1)</b> 26:23 <b>handwritten (1)</b> 26:11 <b>happen (1)</b> 20:24 <b>happened (3)</b> 11:17;12:12;14:18 <b>hard (1)</b> 14:14 <b>hear (2)</b> 3:20;25:7 <b>hearing (6)</b> 19:16,25;23:9;25:1, 9,13 <b>help (1)</b> 7:13 <b>here's (1)</b> 4:3 <b>hide- (1)</b> 22:25	<b>idea (1)</b> 6:25 <b>impact (2)</b> 22:2,9 <b>impacts (1)</b> 23:11 <b>important (1)</b> 22:3 <b>inclination (1)</b> 21:12 <b>inclined (1)</b> 21:25 <b>increase (2)</b> 10:22;20:8 <b>increased (3)</b> 5:23;10:11;24:9 <b>indicated (1)</b> 3:22 <b>indication (1)</b> 7:8 <b>indirect (1)</b> 25:3 <b>indiscernible (1)</b> 18:17 <b>inefficient (1)</b> 22:15 <b>installing (1)</b> 11:7 <b>instincts (1)</b> 20:7 <b>intelligible (2)</b> 7:1;19:12 <b>interested (1)</b> 20:19 <b>interference (1)</b> 20:23 <b>interrupt (1)</b> 18:4 <b>interruption (3)</b> 5:2;7:24;10:2	<b>keep (1)</b> 23:8 <b>Keller (1)</b> 3:12 <b>key (1)</b> 15:24 <b>kids (2)</b> 26:15,18 <b>kill (2)</b> 6:4;21:19 <b>Kim (1)</b> 3:12 <b>kind (2)</b> 4:23;20:4 <b>kinds (1)</b> 20:21 <b>known (1)</b> 13:13 <b>knows (1)</b> 24:18
	<b>G</b>			<b>K</b>
				<b>L</b>
				<b>Ladder (1)</b> 13:8 <b>lamine (1)</b> 10:9 <b>Lamping (1)</b> 16:2



<b>Landscape (1)</b> 16:21	22:17	15:17;16:7;17:9,12	7:1,3;19:12;20:24; 21:24;22:3,12,18; 23:17	17:5
<b>Lapping (42)</b> 3:13,14,15,25;4:12, 15,17;5:3,15;6:9,24; 8:12;9:12;12:6,14; 13:18,24;14:1,6,8,24; 15:11,21;17:15,17,19; 19:5,6,7,23;20:3; 21:5;23:2,18,19;24:2, 14,17;26:13;27:3,8,10	<b>litigation (1)</b> 17:16	<b>maybe (14)</b> 5:7,10;6:8;7:2; 10:3;15:1,1;17:7; 18:22;19:3;21:14; 22:15;24:20;25:25	<b>morning (4)</b> 3:7,9,11,14	<b>number (1)</b> 6:6
<b>large (1)</b> 23:3	<b>little (5)</b> 7:6;9:7;10:3,10; 20:16	<b>McLellan (1)</b> 16:22	<b>motion (17)</b> 4:11;5:5;6:17;7:19; 10:14;11:9,19;15:24; 16:3;19:9,25;21:18, 18,19;23:5,7;24:24	<b>O</b>
<b>later (3)</b> 9:13,14;21:1	<b>locked (1)</b> 24:19	<b>mean (19)</b> 3:17;6:24;8:19; 9:23;10:1,15;11:23; 12:6,16;13:12;14:2; 17:21;18:1,22;19:8, 22;24:3;25:4;26:17	<b>moving (1)</b> 26:6	<b>Obviously (4)</b> 7:17;17:23;19:22; 22:3
<b>law (2)</b> 8:20;21:10	<b>long (1)</b> 4:7	<b>means (1)</b> 21:21	<b>mute (1)</b> 23:23	<b>occurred (1)</b> 4:5
<b>lawyer (1)</b> 20:20	<b>longer (1)</b> 7:6	<b>meantime (1)</b> 24:22	<b>muted (1)</b> 23:22	<b>o'clock (2)</b> 25:2,15
<b>lawyers (1)</b> 9:12	<b>look (5)</b> 7:11;14:2,17;19:10; 24:3	<b>measure (5)</b> 5:8;20:8;22:1,2; 23:3	<b>N</b>	<b>off (2)</b> 21:22;22:17
<b>lead (2)</b> 3:19;7:15	<b>looked (5)</b> 5:6,9,9,16;6:16	<b>mediation (1)</b> 24:20	<b>named (1)</b> 17:11	<b>offer (1)</b> 24:14
<b>learn (1)</b> 26:20	<b>looking (2)</b> 4:18;13:14	<b>mediators (1)</b> 24:5	<b>near (1)</b> 5:8	<b>offered (1)</b> 7:7
<b>learned (2)</b> 17:6;19:1	<b>looks (1)</b> 6:6	<b>mentioned (1)</b> 15:19	<b>necessarily (1)</b> 11:3	<b>old (4)</b> 9:11;14:11,13; 20:22
<b>learning (1)</b> 26:17	<b>lose (3)</b> 12:8;15:9;21:17	<b>merits (3)</b> 7:18;12:4;22:23	<b>necessary (2)</b> 5:13;17:12	<b>once (2)</b> 16:10;17:24
<b>least (5)</b> 7:10;8:4;9:5;21:14; 22:17	<b>lost (17)</b> 4:10,10,10,17,19; 5:4,11,24;6:3,11,19; 7:22,25;10:2,10,23; 20:12	<b>meter (2)</b> 11:8;16:18	<b>need (5)</b> 7:7;15:17;17:12; 18:13;22:18	<b>one (18)</b> 5:9;6:11,14,15,20; 8:2;10:3;15:7,24; 16:14,17;17:10; 20:13;22:1;23:24; 24:5,20;26:4
<b>leave (1)</b> 16:2	<b>lower (1)</b> 5:18	<b>Method (1)</b> 26:24	<b>needed (2)</b> 5:17;19:11	<b>only (4)</b> 4:11;16:11;20:5,13
<b>Leaving (1)</b> 4:3	<b>M</b>	<b>Microsoft (1)</b> 20:23	<b>needs (2)</b> 12:17;19:8	<b>oOo- (1)</b> 3:2
<b>legal (1)</b> 10:5	<b>mad (1)</b> 20:1	<b>might (2)</b> 20:1;22:15	<b>negligence (1)</b> 17:2	<b>open (1)</b> 19:7
<b>legible (1)</b> 27:1	<b>magic (1)</b> 5:13	<b>mine (1)</b> 27:3	<b>negotiated (1)</b> 15:25	<b>operating (1)</b> 8:14
<b>less (1)</b> 12:13	<b>mail (2)</b> 9:13;26:12	<b>minute (3)</b> 6:3;13:14;20:13	<b>negotiation (1)</b> 19:15	<b>operative (1)</b> 8:14
<b>liability (4)</b> 11:4;12:10,21,22	<b>mailed (1)</b> 20:25	<b>miscommunication (1)</b> 22:24	<b>new (34)</b> 5:7,7,7;6:3;7:25; 8:3,13;9:24;10:5,23, 25;11:3,4,18;12:10, 21,25;13:1,3,5,6,9,19, 21;14:10;20:2,9;21:4, 13,14;22:3;23:11; 25:21;26:8	<b>opinion (2)</b> 4:4;9:15
<b>liable (2)</b> 11:5,10	<b>main (2)</b> 10:4,7	<b>mislead (1)</b> 22:4	<b>news (1)</b> 17:15	<b>opponent (1)</b> 20:25
<b>liberal (1)</b> 20:18	<b>makes (4)</b> 9:7;17:23;18:21; 22:13	<b>missed (2)</b> 10:3;14:16	<b>nine (2)</b> 6:13;10:14	<b>oral (1)</b> 3:20
<b>limitations (2)</b> 8:7;9:6	<b>making (3)</b> 20:24;21:9;24:22	<b>misstate (1)</b> 21:15	<b>Ninth (1)</b> 20:17	<b>order (15)</b> 3:3;8:21;9:8,25; 15:20,25;16:11; 17:22;19:10,14,17; 21:7,9;23:16,17
<b>line (5)</b> 6:6;16:18;18:10; 23:12;26:7	<b>many (1)</b> 10:11	<b>modified (1)</b> 16:11	<b>notwithstanding (1)</b> 21:7	<b>orders (3)</b> 9:8;21:7;25:6
<b>lines (4)</b> 6:2;11:8;15:6; 20:23	<b>MARCH (2)</b> 3:1;16:8	<b>moment (2)</b> 10:1;23:8	<b>nucleus (1)</b> 9:2	<b>organized (2)</b> 7:1;14:13
<b>Listen (1)</b> 6:21	<b>margins (1)</b> 20:23	<b>Montali (1)</b> 3:5	<b>nuisance (1)</b>	<b>original (9)</b> 4:18;5:5,9;6:8,10; 7:24;9:3;10:13;14:19
<b>litigate (1)</b> 17:23	<b>Marin (1)</b> 16:19	<b>month (2)</b> 12:14;22:1		<b>originally (5)</b> 4:22;10:8;11:6; 13:22;16:1
<b>litigated (1)</b> 17:24	<b>matter (4)</b> 3:5;7:23;17:25; 23:13	<b>months (6)</b> 5:24;6:12,13;10:12, 14,15		<b>otherwise (1)</b> 25:14
<b>litigating (1)</b>	<b>matters (2)</b> 17:25;25:1	<b>months' (1)</b> 22:1		
	<b>may (8)</b> 3:8;6:19;8:6;14:16;	<b>more (9)</b>		

<p><b>ought (1)</b> 18:1</p> <p><b>out (17)</b> 5:25;9:11;14:5; 15:23;16:1,10,15; 17:25;20:14;21:4; 22:12;23:10;24:3,20; 25:8,25;26:16</p> <p><b>outside (1)</b> 7:15</p> <p><b>over (2)</b> 19:15;24:1</p> <p><b>own (2)</b> 25:9,24</p> <p><b>owner (1)</b> 11:22</p>	<p><b>PG&amp;E (19)</b> 3:5;11:5,6,10,11,16, 16,23;12:7,17;13:1; 14:22;15:2,4;19:20; 21:16;23:20;24:19; 26:1</p> <p><b>phone (2)</b> 6:4,4</p> <p><b>phonetic (2)</b> 13:8,9</p> <p><b>pin (1)</b> 12:22</p> <p><b>pipe (6)</b> 11:13,14,24,25; 13:6;17:13</p> <p><b>Pipelines (2)</b> 16:16,21</p> <p><b>pit (1)</b> 24:19</p> <p><b>place (2)</b> 15:20;16:18</p> <p><b>play (1)</b> 22:25</p> <p><b>plead (1)</b> 20:13</p> <p><b>please (1)</b> 3:8</p> <p><b>point (8)</b> 4:20;12:9;14:8,9; 16:10;20:19;25:4,5</p> <p><b>portion (2)</b> 12:8;15:4</p> <p><b>possibly (1)</b> 19:17</p> <p><b>potentially (1)</b> 7:15</p> <p><b>practices (1)</b> 8:15</p> <p><b>practicing (1)</b> 9:19</p> <p><b>prepared (1)</b> 21:3</p> <p><b>presiding (1)</b> 3:5</p> <p><b>previously (1)</b> 12:10</p> <p><b>print (1)</b> 26:22</p> <p><b>printed (1)</b> 14:5</p> <p><b>private (1)</b> 17:4</p> <p><b>probably (4)</b> 18:21;20:14;22:25; 25:24</p> <p><b>problem (2)</b> 19:14,19</p> <p><b>procedural (1)</b> 8:20</p> <p><b>proceed (3)</b> 17:9;19:5;22:8</p> <p><b>proceeding (1)</b> 17:10</p>	<p><b>proceedings (1)</b> 27:13</p> <p><b>process (1)</b> 11:14</p> <p><b>processing (1)</b> 20:20</p> <p><b>proof (8)</b> 5:23;6:10;7:23; 8:16;9:3;12:11,20; 15:4</p> <p><b>proofs (1)</b> 8:24</p> <p><b>property (7)</b> 4:19;11:2,22;12:24; 16:25;17:1;18:9</p> <p><b>proposed (4)</b> 10:14;11:9;13:15; 20:25</p> <p><b>prove (5)</b> 12:5,6,7;14:22;15:9</p> <p><b>proved (1)</b> 12:5</p> <p><b>punished (1)</b> 20:6</p> <p><b>purpose (1)</b> 4:20</p> <p><b>put (6)</b> 14:25;16:8;20:11; 21:2;24:1,13</p> <p><b>putting (1)</b> 15:22</p>	<p>17:19;24:23;25:19</p> <p><b>redline (5)</b> 4:4;9:10,10;23:1,2</p> <p><b>redlines (2)</b> 20:25;26:10</p> <p><b>redwood (1)</b> 17:3</p> <p><b>reflect (1)</b> 26:7</p> <p><b>reflection (1)</b> 22:16</p> <p><b>refrigeration (4)</b> 23:12,14;25:25; 26:2</p> <p><b>refrigerator (11)</b> 10:7,10;11:1;18:7, 7,10,18;20:5;22:9,12, 14</p> <p><b>regard (4)</b> 11:24;15:25;17:3; 22:8</p> <p><b>regarding (1)</b> 25:22</p> <p><b>regardless (1)</b> 18:8</p> <p><b>regular (1)</b> 23:20</p> <p><b>relate (1)</b> 16:24</p> <p><b>relating (1)</b> 9:2</p> <p><b>relevant (1)</b> 8:6</p> <p><b>Remember (2)</b> 9:12;26:17</p> <p><b>remove (1)</b> 17:24</p> <p><b>rent (17)</b> 4:10,10,10,17,19; 5:4,11,18,24;6:3,11, 19;7:25;10:2,10,23; 20:12</p> <p><b>reorganized (2)</b> 3:10,12</p> <p><b>repair (1)</b> 5:20</p> <p><b>repeated (1)</b> 20:18</p> <p><b>rephrase (1)</b> 22:21</p> <p><b>replace (2)</b> 9:8;11:11</p> <p><b>replaced (1)</b> 11:16</p> <p><b>replacement (3)</b> 10:8;11:5,10</p> <p><b>representing (1)</b> 4:6</p> <p><b>represents (1)</b> 16:16</p> <p><b>requested (3)</b> 21:6;23:7;24:24</p> <p><b>requires (1)</b></p>	<p>21:10</p> <p><b>reschedule (1)</b> 25:11</p> <p><b>resolution (1)</b> 7:15</p> <p><b>respond (2)</b> 8:10;9:22</p> <p><b>response (1)</b> 9:14</p> <p><b>responsibility (1)</b> 15:9</p> <p><b>responsible (5)</b> 11:21;12:1;13:1; 14:15,22</p> <p><b>restate (1)</b> 18:24</p> <p><b>Restaurants (1)</b> 4:22</p> <p><b>result (1)</b> 22:15</p> <p><b>revisit (3)</b> 8:8;25:4,19</p> <p><b>Richard (1)</b> 3:14</p> <p><b>Right (18)</b> 4:17;5:2;7:21,23; 10:16,16,21;13:17; 14:4;15:5;18:25;19:2; 21:9;23:21;26:4;27:3, 5,10</p> <p><b>rights (2)</b> 7:20;20:15</p> <p><b>ringing (1)</b> 6:4</p> <p><b>risk (1)</b> 23:16</p> <p><b>rotten (1)</b> 26:2</p> <p><b>ruined (1)</b> 10:10</p> <p><b>ruling (1)</b> 24:23</p> <p><b>run (1)</b> 14:9</p> <p><b>Rupp (10)</b> 3:8,11,11,16,22; 23:21,24;24:5,18; 27:11</p>		
<p><b>P</b></p>		<p><b>Q</b></p>				
<p><b>page (2)</b> 14:3,10</p> <p><b>Palmer (1)</b> 26:24</p> <p><b>paperwork (1)</b> 6:16</p> <p><b>Parada (2)</b> 25:9,13</p> <p><b>parallel (1)</b> 17:10</p> <p><b>pardon (2)</b> 5:10;13:25</p> <p><b>part (1)</b> 12:20</p> <p><b>particularity (1)</b> 4:21</p> <p><b>particularly (1)</b> 23:10</p> <p><b>parties (9)</b> 7:13;8:17;11:20; 15:16,17;17:11,12; 21:8;22:2</p> <p><b>parts (1)</b> 18:22</p> <p><b>passage (1)</b> 5:22</p> <p><b>pencils (1)</b> 5:24</p> <p><b>pending (1)</b> 22:8</p> <p><b>perfectly (1)</b> 24:3</p> <p><b>Perhaps (3)</b> 7:7;21:22;26:1</p> <p><b>period (2)</b> 5:19;12:6</p> <p><b>permit (1)</b> 23:6</p> <p><b>permitted (2)</b> 9:2;23:18</p> <p><b>person (1)</b> 12:1</p> <p><b>persuaded (3)</b> 9:1;21:6;23:2</p>		<p><b>qualify (1)</b> 11:3</p>	<p><b>R</b></p>	<p><b>raised (3)</b> 8:7;9:6;11:18</p> <p><b>reaction (1)</b> 5:16</p> <p><b>read (1)</b> 5:5</p> <p><b>real (1)</b> 23:1</p> <p><b>realizes (1)</b> 12:22</p> <p><b>really (6)</b> 9:3;12:14;14:12,13; 16:12;20:9</p> <p><b>reason (2)</b> 11:10;19:13</p> <p><b>reasonable (1)</b> 4:2</p> <p><b>recall (1)</b> 6:7</p> <p><b>received (1)</b> 16:15</p> <p><b>reconvene (3)</b> 17:8;19:3;23:9</p> <p><b>record (3)</b></p>	<p><b>relevant (1)</b> 8:6</p> <p><b>Remember (2)</b> 9:12;26:17</p> <p><b>remove (1)</b> 17:24</p> <p><b>rent (17)</b> 4:10,10,10,17,19; 5:4,11,18,24;6:3,11, 19;7:25;10:2,10,23; 20:12</p> <p><b>reorganized (2)</b> 3:10,12</p> <p><b>repair (1)</b> 5:20</p> <p><b>repeated (1)</b> 20:18</p> <p><b>rephrase (1)</b> 22:21</p> <p><b>replace (2)</b> 9:8;11:11</p> <p><b>replaced (1)</b> 11:16</p> <p><b>replacement (3)</b> 10:8;11:5,10</p> <p><b>representing (1)</b> 4:6</p> <p><b>represents (1)</b> 16:16</p> <p><b>requested (3)</b> 21:6;23:7;24:24</p> <p><b>requires (1)</b></p>	
		<p><b>S</b></p>		<p><b>Sambo's (1)</b> 4:22</p> <p><b>same (3)</b> 8:14;9:16;16:24</p> <p><b>SAN (1)</b> 3:1</p> <p><b>sandbagged (1)</b> 10:5</p> <p><b>sat (1)</b> 5:15</p> <p><b>satisfied (1)</b> 23:2</p>		

saw (1) 10:8	20:11	6:18	thorough (1) 7:3	4:1
saying (5) 17:21;20:7;21:3,16; 25:3	sit (1) 5:21	substantive (1) 19:18	though (1) 22:9	twenty-four (2) 5:24;10:15
schedule (5) 21:24;22:13,19; 23:8;26:6	site (1) 14:18	suggest (2) 17:25;18:23	three (3) 18:21;20:12;22:1	twice (1) 17:23
scheduling (16) 8:21;9:8,8,9,25; 15:20,25;16:11; 17:22;19:10,14;21:7, 7,8;23:16,17	situation (1) 19:16	sum (1) 6:18	throwing (1) 20:19	two (6) 7:22;17:10,13,14; 22:24;23:6
school (3) 26:16,18,24	six (1) 4:5	summary (2) 6:10,16	ticket (1) 13:17	U
seconds (1) 9:14	Slow (1) 4:25	Super (1) 13:8	timber (2) 17:3,4	Um-hum (1) 20:3
section (1) 5:11	smaller (1) 6:19	Superior (1) 16:20	timeout (4) 17:21;21:3,21;22:7	under (5) 5:19;9:23;11:2; 14:10;16:6
seem (1) 4:9	smelly (1) 18:15	suppose (1) 19:20	timing (3) 19:15,17;21:14	unit (1) 5:18
seemed (1) 6:19	somebody (3) 9:11,13;15:3	sure (4) 8:21;16:7;19:8,25	today (3) 7:18;18:23;19:9	United (1) 26:12
seems (3) 7:12;15:21;22:14	somehow (2) 11:15;15:22	surprised (1) 10:24	Todd (1) 3:15	up (10) 4:11;5:21;6:17,18; 12:25;19:12;20:9; 23:21;24:5,19
send (2) 9:11;23:1	someone (1) 15:8	switch (1) 6:1	together (1) 23:15	updating (1) 4:23
sense (7) 9:25;17:9,23;18:21; 21:9;22:13;25:24	sometimes (1) 8:17	switching (1) 15:23	told (1) 22:11	upon (3) 16:11;22:24;23:11
sensible (1) 18:1	sooner (1) 12:15	system (1) 13:5	took (2) 16:1;26:24	upper (1) 5:18
sent (1) 17:25	sorry (2) 7:16;18:3	T	touch (1) 12:24	use (1) 26:2
separate (2) 16:19;22:12	speed (1) 20:9	talk (4) 15:14;21:5;25:16; 26:10	Town (1) 11:21	V
session (1) 3:4	split (2) 25:10,25	talking (1) 5:1	track (1) 23:14	vacate (1) 23:16
set (3) 4:22;22:20;25:1	spruced (1) 19:12	teach (1) 26:15	traditional (2) 9:9,25	version (1) 9:10
sets (1) 16:23	stand (1) 7:23	Teichert (2) 16:16,20	trained (1) 24:19	versus (2) 7:22;9:10
settle (1) 24:4	start (2) 5:1;19:25	telling (1) 14:4	trash (1) 20:20	view (2) 4:20;5:23
shall (1) 24:4	started (1) 9:19	ten (1) 26:25	tree (6) 7:10,11;17:1,4; 18:10,14	violation (1) 20:15
short (1) 21:23	state (6) 8:15,22;17:11;18:6, 8;22:8	tentative (2) 23:5;24:23	trees (1) 17:3	voluminous (1) 6:16
show (1) 5:23	states (2) 11:10;26:12	tentatively (1) 24:23	trespass (2) 17:2,4	W
shown (2) 16:12,13	statute (2) 8:7;9:6	term (1) 26:2	trial (13) 12:19;14:21;16:6; 20:11;21:22,25; 22:13,20;23:8,8,16, 17;26:1	Wait (3) 4:25,25;20:13
side (1) 23:10	stay (2) 22:13;23:14	terms (2) 12:18;25:21	tricking (1) 15:22	waiting (2) 5:11;6:11
sides (1) 23:10	still (3) 20:1,2;25:24	the-ball (1) 23:1	tried (3) 8:13;24:4,7	water (7) 11:13,14,24,25; 12:7;13:5;17:13
sidewalk (4) 11:11,16,21;12:5	strange (1) 26:17	theory (14) 5:7;9:23;10:4,6,24; 11:4,18;12:10,21,25; 13:2;21:13,16;25:21	trouble (1) 13:21	waterline (1) 14:10
sign (2) 24:10;25:6	street (1) 16:18	thinking (3) 20:5;22:5;23:5	try (2) 17:24;24:6	way (7) 8:4;14:3;18:1;19:5; 21:2,3;25:3
signed (1) 26:25	strike (1) 8:4	thirteen (1) 6:12	trying (4) 13:24;14:1,17,19	Webb (2)
similarly (1)	stuck (3) 15:4;18:18;26:2	thirty (1) 9:14	TUESDAY (1) 3:1	
	subject (3) 7:21;21:9;23:6	Thomas (1) 3:11	turn (1)	
	subsequently (1) 11:12			
	substantial (1)			

13:16,21 <b>wedded (1)</b> 22:20 <b>week (3)</b> 9:13;19:3;21:1 <b>weeks (5)</b> 7:8;17:8;21:21; 23:9;27:8 <b>what's (4)</b> 3:18;5:13;8:20; 13:21 <b>Whereupon (1)</b> 27:13 <b>whole (1)</b> 4:20 <b>willing (2)</b> 21:20;24:3 <b>win (1)</b> 7:1 <b>wish (2)</b> 6:22;24:12 <b>wishes (1)</b> 26:5 <b>without (1)</b> 21:12 <b>WK (1)</b> 16:21 <b>wood (1)</b> 10:9 <b>Word (4)</b> 4:4;13:22;20:20,23 <b>WordPerfect (1)</b> 4:4 <b>words (3)</b> 12:4;15:6,23 <b>work (4)</b> 11:7;12:12;18:10; 25:8 <b>worked (1)</b> 11:13 <b>working (2)</b> 11:14;16:6 <b>works (1)</b> 25:14 <b>world (1)</b> 26:24 <b>worst (1)</b> 26:23 <b>worth (2)</b> 20:12;22:1 <b>write (2)</b> 9:11;26:21	19:1 <b>young (1)</b> 9:18	16:25;17:4		
		<b>8</b>		
	<b>1</b>	<b>80-page (1)</b> 14:7 <b>86,000 (3)</b> 5:12,25;10:20 <b>86,400-dollar (1)</b> 5:6		
	<b>10 (2)</b> 25:2,15 <b>10:36 (1)</b> 27:13 <b>117 (1)</b> 14:10 <b>11992 (1)</b> 14:3 <b>12 (1)</b> 23:25 <b>120 (1)</b> 14:11 <b>12th (5)</b> 24:2;25:2,9,15,20 <b>15th (1)</b> 16:9 <b>165,000 (1)</b> 6:7 <b>182,000 (1)</b> 13:16	<b>9</b>		
		<b>94 (1)</b> 9:19		
	<b>2</b>			
	<b>200 (1)</b> 13:25 <b>2016 (1)</b> 4:13 <b>2022 (1)</b> 3:1 <b>20th (1)</b> 16:7 <b>240,00 (1)</b> 24:9 <b>26 (1)</b> 23:21 <b>29 (1)</b> 3:1			
	<b>3</b>			
	<b>39 (1)</b> 5:12 <b>39,000 (2)</b> 5:12;10:20 <b>3rd (1)</b> 16:23			
<b>Y</b>	<b>7</b>			
<b>year (1)</b> 20:13 <b>years (2)</b> 4:5,8 <b>years' (1)</b> 20:12 <b>yesterday (4)</b> 12:12;16:15;17:6;	<b>76018 (4)</b> 6:6;11:2;16:25; 23:7 <b>77 (1)</b> 14:3 <b>77335 (2)</b> 5:2;23:7 <b>78381 (2)</b>			